

TYSON & MENDES LLP
THOMAS E. MCGRATH
Nevada Bar No. 7086
Email: tmcgrath@tysonmendes.com
RACHEL J. HOLZER
Nevada Bar No. 11604
Email: rholzer@tysonmendes.com
3960 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Tel: (702) 724-2648
Fax: (702) 938-1048
Attorneys for Defendant Privilege Underwriters Reciprocal Exchange a/k/a/ PURE

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SLOBODANKA DJORDJEVIC-MIKIC,
individually,

Case No. 2:17-cv-02667-JCM-CWH

Plaintiff,

STIPULATION AND PROTECTIVE ORDER

PRIVILEGE UNDERWRITERS RECIPROCAL EXCHANGE a/k/a PURE; DOES I through X and ROE CORPORATIONS I through X, inclusive.

Defendants.

IT IS HEREBY STIPULATED by and between Defendant PRIVILEGE UNDERWRITERS RECIPROCAL EXCHANGE A/K/A/ PURE, by and through its counsel, Thomas E. McGrath, Esq. and Rachel J. Holzer, Esq., of the law firm of Tyson & Mendes, LLP, and Plaintiff SLOBODANKA DJORDJEVIC-MIKIC, by and through her counsel, Farhan Naqvi, Esq. and Elizabeth Coleman, Esq., Naqvi Injury Law, that in order to facilitate the exchange of information and documents, which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

1. In this Stipulation and Protective Order, the words set forth below shall have the following meanings:

a. "Proceeding" means the above-entitled proceeding: *SLOBODANKA DJORDJEVIC-MIKIC v. PRIVILEGE UNDERWRITERS RECIPROCAL EXCHANGE a/k/a PURE, DOES 1*

1 *through X, inclusive; and ROE CORPORATIONS I through X, inclusive*, pending in the United
2 States District Court for the District of Nevada, Case No. 2:17-cv-02667-JCM-CWH.

3 b. “Court” means Magistrate Carl W. Hoffman, or any other judge to which this
4 Proceeding may be assigned, including Court staff participating in such proceedings.

5 c. “Confidential” means any information which is in the possession of a Designating
6 Party who believes in good faith that such information is entitled to confidential treatment under
7 FRCP 26(b)(5).

8 d. “Confidential Materials” means any Documents, Testimony or Information as defined
9 below designated as “Confidential” pursuant to the provisions of this Stipulation and Protective
10 Order.

11 e. “Designating Party” means the Party that designates Materials as “Confidential.”

12 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or make
13 available Materials, or any part thereof, or any information contained therein.

14 g. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those terms are
15 defined by Federal Rule of Civil Procedure 34, which have been produced in discovery in this
16 Proceeding by any person, and (ii) any copies, reproductions, or summaries of all or any part of
17 the foregoing.

18 h. “Information” means the content of Documents or Testimony.

19 i. “Testimony” means all depositions, declarations or other testimony taken or used in
20 this Proceeding.

21 2. The parties may, in good faith, designate documents and/or information
22 reasonably believed to constitute or disclose proprietary and commercially sensitive business
23 information trade secrets, confidential research, development, testing, commercial information,
24 medical information, or personal information the disclosure of which would cause an identifiable
25 and significant harm and/or in which the producing party has a protected proprietary interest as
26 confidential.

27 3. The entry of this Stipulation and Protective Order does not alter, waive, modify,
28 or abridge any right, privilege or protection otherwise available to any Party with respect to the

1 discovery of matters, including but not limited to any Party's right to assert the attorney-client
2 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest
3 any such assertion.

4 4. Any Documents, Testimony or Information to be designated as "Confidential"
5 must be clearly so designated before the Document, Testimony or Information is Disclosed or
6 produced. The "Confidential" designation should not obscure or interfere with the legibility of
7 the designated Information.

8 a. For Documents (apart from transcripts of depositions or other pretrial or
9 trial proceedings), the Designating Party must affix the legend "Confidential" on each page
10 of any Document containing such designated Confidential Material.

11 5. The inadvertent production by any of the undersigned Parties or non-Parties to the
12 Proceedings of any Document, Testimony or Information during discovery in this Proceeding
13 without a "Confidential" designation, shall be without prejudice to any claim that such item is
14 "Confidential" and such Party shall not be held to have waived any rights by such inadvertent
15 production.

16 6. In the event the parties have a good faith dispute about whether any specific
17 document has appropriately been designated as "Confidential", the parties shall confer in good
18 faith in an attempt to informally resolve their dispute without court intervention. If the parties
19 are unable to resolve their dispute(s) after a good-faith effort, the party asserting the document(s)
20 or other information is appropriately designated as "Confidential" shall set up a conference call
21 with the Magistrate or file a motion for protective order. The parties agree to treat the documents
22 and information designated as "Confidential" as such until the Court rules regarding the motion
23 for protective order and/or issues its ruling regarding the dispute.

24 7. Access to and/or Disclosure of Confidential Materials designated as
25 "Confidential" shall be permitted only to the following "Qualified Persons":

26 a. the Parties;
27 b. the Court;
28 c. Attorneys of record in the Proceedings and their affiliated attorneys, in

1 house counsel, paralegals, clerical and staff employed by any such attorneys;

2 d. Companies/individuals hired to assist with this matter such as outside
3 copying services and data processing companies;

4 e. court reporters and videographers in this Proceeding (whether at
5 depositions, hearings, or any other proceeding);

6 f. Deponents, subject to the deponent's execution of the Non-Disclosure
7 Agreement attached as Exhibit A;

8 g. Mediators and their staff;

9 h. The Court and Court personnel;

10 i. outside experts or expert consultants consulted by the undersigned Parties
11 or their counsel in connection with the Proceeding, whether or not retained to testify at any oral
12 hearing, subject to the expert or expert consultant's execution of the Non-Disclosure Agreement
13 attached as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or
14 threatened breach of this Stipulation and Protective Order by any such expert or expert
15 consultant, to promptly notify counsel for the Designating Party of such breach or threatened
16 breach.

17 8. Confidential Materials shall be used by the persons receiving them only for the
18 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or
19 defending the Proceeding, and not for any business or other purpose whatsoever.

20 9. Any Party to the Proceeding (or other person subject to the terms of this
21 Stipulation and Protective Order) may ask the Court, after appropriate notice to the other Parties
22 to the Proceeding, to modify or grant relief from any provision of this Stipulation and Protective
23 Order.

24 10. Except to the extent otherwise permitted by this Stipulated Protective Order,
25 counsel shall keep all materials or information designated as confidential and subject to this
26 Stipulated Protective Order within their exclusive possession and control and shall take all
27 necessary and prudent measures to maintain the confidentiality of such materials or information
28 and shall not permit dissemination of such materials to anyone.

1 11. If any person subject to this Stipulation and Protective Order who has custody of
2 any Confidential Materials receives a subpoena or other process (“Subpoena”) from any
3 government or other person or entity demanding production of Confidential Materials, the
4 recipient of the Subpoena shall promptly give notice of the same by electronic mail transmission
5 or otherwise to counsel of record for the Designating Party, and shall furnish such counsel with a
6 copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its sole
7 discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose production
8 of the Confidential Materials, and/or seek to obtain confidential treatment of such Confidential
9 Materials from the subpoenaing person or entity to the fullest extent available under law. The
10 recipient of the Subpoena may not produce any Documents, Testimony or Information pursuant
11 to the Subpoena prior to the date specified for production on the Subpoena. If the Designating
12 Party does not act to protect its interests in accordance with applicable procedural rules by
13 objecting within 14 days after receiving notice of the subpoena/request, the other party in receipt
14 of the subpoena, agency request for information or other legal process shall be entitled to
15 disclose the confidential information to the requestor.

16 12. Nothing in this Stipulation and Protective Order shall be construed to preclude
17 either Party from asserting in good faith that certain Confidential Materials require additional
18 protection. The Parties shall meet and confer to agree upon the terms of such additional
19 protection.

20 13. Unless otherwise permitted by Nevada law or court order, Confidential Materials
21 submitted/filed with the Court under seal, shall be accompanied by a motion for leave to file
22 those documents under seal and shall be filed in accordance with the Court’s electronic filing and
23 in compliance with Local Rule IA 10-5 and Local Rule IC 6-1.

24 14. This Order shall govern the use of Confidential Materials at trial or hearings in
25 this matter. The Parties shall meet and confer regarding the use of Confidential Materials at trial
26 and hearings, and shall move the Court for entry of an appropriate order.

27 15. This Stipulation and Protective Order shall continue to be binding after the
28 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding,

1 except that a Party may seek the written permission of the Designating Party or may move
2 the Court for relief from the provisions of this Stipulation and Protective Order. To the extent
3 permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider this
4 Stipulation and Protective Order, even after the Proceeding is terminated.

5 16. All documents and tangible things marked as Confidential Materials shall be held
6 by the party receiving same in confidence and used solely for the purpose of this Proceeding. At
7 the conclusion of the Proceeding, by settlement, trial or appeal, counsel for the Parties shall have
8 thirty (30) days to either (a) promptly return to counsel for each Designating Party all
9 Confidential Materials and all copies thereof or (b) destroy the Confidential Material, written
10 confirmation regarding which shall be provided to the Designating Party upon request therefor.
11 However, counsel of record for the Parties may retain their own attorney-client privileged or
12 work product protected documents that cite, quote or reference Confidential Materials.

13 17. After this Stipulation and Protective Order has been signed by counsel for all
14 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set
15 forth herein with regard to any Confidential Materials that have been produced before the Court
16 signs this Stipulation and Protective Order.

17 18. The Parties and all signatories to the Certification attached hereto as Exhibit A,
18 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the
19 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event
20 that the Court enters a different Protective Order, the Parties agree to be bound by this
21 Stipulation and Protective Order until such time as the Court may enter such a different Order.

22 b. Defendants shall have the burden to bring a Motion seeking further
23 confidentiality protection for any documents not agreed upon by counsel, should Plaintiff
24 challenge it.

25 c. Documents that have been deemed confidential shall remain confidential
26 during the deposition of Defendants' Federal Rule of Civil Procedure 30(b)(6) witness(es), and
27 for any questioning of the 30(b)(6) witness related to the confidential documents. A deposition
28 transcript may be designated confidential by any party or witness by requesting such treatment

1 thereof either (1) on the record, or (2) by written communication mailed within thirty (30) days
2 after receipt by the witness or his counsel of the transcript. All parties shall treat a deposition
3 transcript as confidential during said thirty (30) day period. The party requesting confidential
4 designation shall identify by page and line the portions of the transcript that the Designating
5 Party intends to designate as Confidential Materials in written correspondence served to all
6 counsel of record within 30 days after the Designating Party receives the written deposition
7 transcript from the court reporter. Only the portions of the deposition transcript designated by the
8 Designating Party during this time period shall remain confidential subject to this Order. Copies
9 of all exhibits designated as Confidential Materials shall be separately marked accordingly.

10 It is the Parties' intent to be bound by the terms of this Stipulation and Protective Order
11 pending its entry so as to allow for immediate production of Confidential Materials under the
12 terms herein.

13 DATED this 28th day of February, 2019.

14 NAQVI INJURY LAW

16 /s/ Elizabeth E. Coleman, Esq.

17 FARHAN R. NAQVI
Nevada Bar No. 8589
18 ELIZABETH E. COLEMAN
Nevada Bar No. 12350
9500 West Flamingo Road, Suite 104
19 Las Vegas, Nevada 89147
20 Attorneys for Plaintiff
Slobodanka Djordjevic-Mikic

DATED this 28th day of February, 2019.

TYSON & MENDES LLP

/s/ Rachel J. Holzer, Esq.

THOMAS E. MCGRATH
Nevada Bar No. 7086
RACHEL J. HOLZER
Nevada Bar No. 11604
3960 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Attorneys for Defendant
Privilege Underwriters Reciprocal Exchange
a/k/a/ PURE



3960 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

Dated: March 1, 2019

UNITED STATES MAGISTRATE JUDGE

TYSON &
MENDES

3960 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

EXHIBIT A

NON-DISCLOSURE AGREEMENT

I, _____, understand that information and/or documents which are disclosed to me by counsel of record for _____, which are designated as “Confidential” are **CONFIDENTIAL** and to be used by me solely to assist in the matter of *SLOBODANKA DJORDJEVIC-MIKIC v. PRIVILEGE UNDERWRITERS RECIPROCAL EXCHANGE a/k/a PURE, DOES 1 through X, inclusive; and ROE CORPORATIONS I through X, inclusive*, pending in the United States District Court for the District of Nevada, Case No. 2:17-cv-02667-JCM-CWH.

I further understand that the Stipulated Protective Order entered by the Court, a copy of which has been given to me, prohibits me from either using such information or documents for any other purpose or disclosing such information or documents to any person other than counsel of record or persons assisting them.

I further acknowledge that I will not use any Confidential document, transcript or information obtained from any Confidential document or transcript to compete with Plaintiffs or Defendants. In accepting disclosure, I agree to be bound by the Stipulated Protective Order and to be subject to the jurisdiction of the United States District Court for the District of Nevada for the purpose of its enforcement of the Stipulated Protective Order and the enforcement of my obligations under this Non-disclosure Agreement.

Dated:

Recipient's Signature